

25X1A

INVOICE NO: 786 - 10 Final

INVOICE DATE: ~~October 5, 1967~~

CONTRACT NO. ( AS-1940

**CUSTOMER ORDER NO:**

DATE SHIPPED:

**SHIPPED TO:**

25X1A

CONTRACTOR'S ASSIGNMENT OF REFUNDS,  
REBATES, AND CREDITS

Contract No. AS-1940

25X1A

Pursuant to the terms of Contract No. AS-1940 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, [ ] (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the U.S. Government all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the U.S. Government) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the U.S. Government under the terms hereof.

3. Agree to cooperate fully with the U.S. Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the U.S. Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this  
5th day of October 1967.

25X1A



25X1A

CERTIFICATE

25X1A

I, [ ] certify that I am the Secretary of the Corporation named as Contractor in the foregoing assignment; that [ ] who signed said assignment on behalf of the Contractor was then Assistant Treasurer of said Corporation; that said assignment was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)



25X1A

CONTRACTOR'S RELEASE

25X1A

Contract No. AS-1940

Pursuant to the terms of Contract No. AS-1940 and in consideration of the sum of Twenty-Six Thousand One Hundred Seventy-Three Dollars and 00/100 Dollars (\$ 26,173.00 ) which has been or is to be paid under the said contract to [redacted] (hereinafter called the Contractor), or to its assignees, if any, the Contractor, upon payment of the said sum by the U. S. Government does remise, release, and discharge the U. S. Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

25X1A

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by [redacted], as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of [redacted] to third parties arising out of the performance of the said contract, which are not known to [redacted], on the date of the execution of this release and of which [redacted], gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of [redacted] by reason of its indemnification of the U. S. Government against patent liability), including reasonable expenses incidental thereto, incurred by [redacted], under the provisions of the said contract relating to patents.

[redacted] agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the U. S. Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 5th day of October 1967.

25X1A

25X1A

25X1A

[redacted]

\_\_\_\_\_  
Treasurer

CERTIFICATE

I, [redacted] certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that [redacted] who signed said release on behalf of the Contractor, was then Assistant Treasurer of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

25X1A

(CORPORATE SEAL)

[redacted]

25X1A